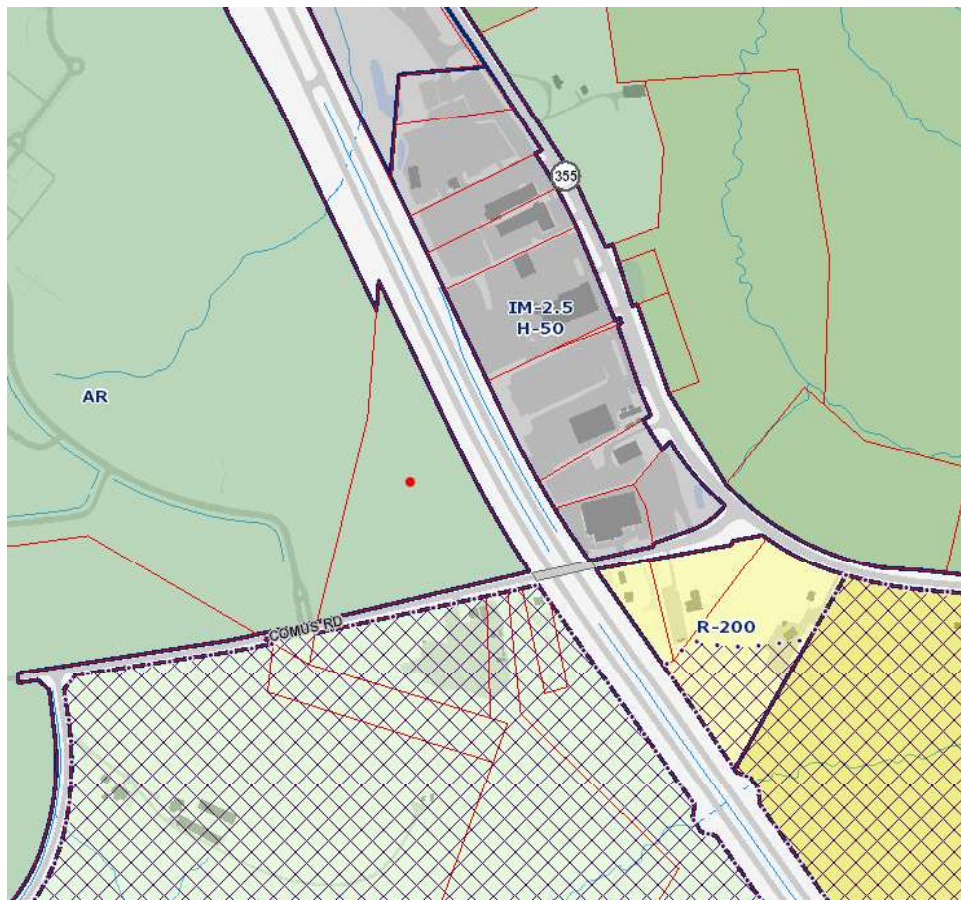


Land Use & Zoning Report in Support of Conditional Use Application for a Landscape Contractor in the AR Zone

14301 Comus Road – Clarksburg, MD 20871
Parcel 420 – Pleasant Plain



O'Connell & Lawrence, Inc.

17904 Georgia Avenue, Suite 302
Olney, MD 20732
(301) 924-4570

Contact: Douglas G. Tilley, P.E., R.P.L.S.

Original Date: December 20, 2023 – Last Updated: May 28, 2025

Exhibit 45

OZAH Case No: CU 25-06

Introduction

In accordance with an agreement for services with Mr. Torcato Romano (the “Owner” or “Applicant”), O’Connell & Lawrence, Inc. (“O’C&L”) has prepared this Land Use and Zoning Report (the “Report”) in support of the Owner’s request for the approval of a Conditional Use Application for a Landscape Contractor. The proposed Conditional Use shall be located at the property known as Parcel 420, located at 14301 Comus Road, Clarksburg, Montgomery County, Maryland (the “Property” or “Subject Property”.) According to the Use Table in Section 59.3.1.6 of the 2014 version of the Montgomery County Zoning Ordinances (the “Zoning Ordinance”), a Landscape Contractor is considered a Conditional Use within land zoned Agricultural Reserve (“AR”). The Subject Property is located in the AR Zone and can be seen in *Figure 1*, marked with a red dot.

The purpose of this report is to demonstrate that the application meets the necessary findings required by Section 7.3.1.E and Articles 59-3, 4, and 6 of the Zoning Ordinance and the development standards set forth for lands in the AR zone, is consistent with the 1994 Clarksburg Master Plan and Hyattstown Special Study Area (“Master Plan”) and advances the public interest. This report also reviewed various other relevant Zoning restrictions for development within the AR Zone. This Report was prepared by O’C&L solely for the purpose of this application and at the request of the Applicant.

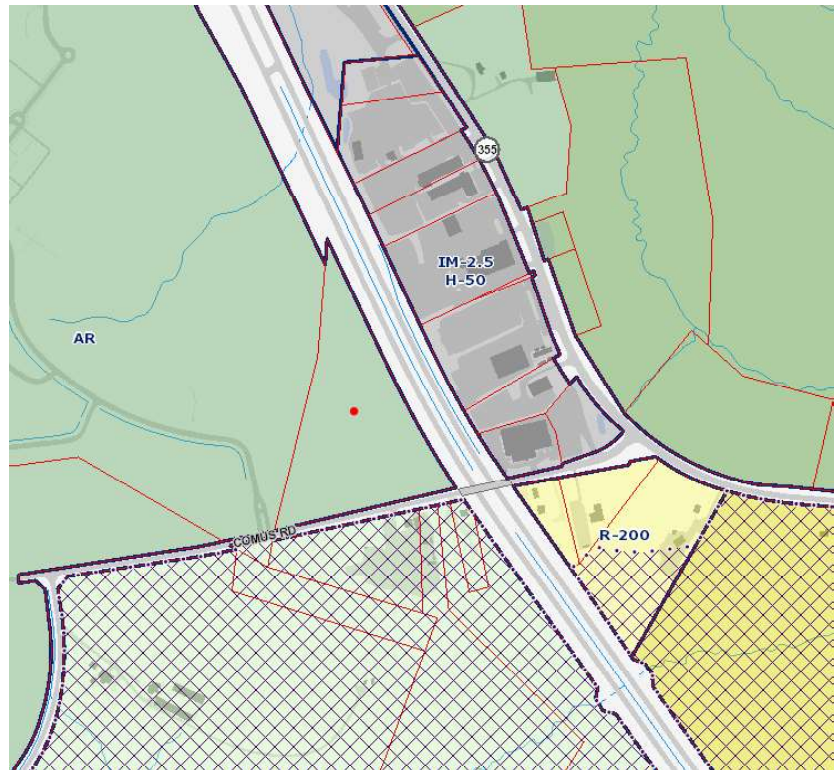


Figure 1: Zoning Map

Image Source: MCAtlas

This conditional use application was originally submitted in coordination with Preliminary Plan of Subdivision application #120210100, and the two applications are, to a degree, intertwined. The Applicant will also need to record the Subject Property to obtain relevant building permits. The review of the relevant zoning requirements for this Conditional Use Application is based on a proposed layout of the site that was updated as a result of comments received during that Preliminary Plan submission. The site is further designed in accordance with the requirements of this specific Conditional Use. Any discussion of existing conditions found within this Report refer to the site now; any discussion of proposed conditions within this Report refer to the site in its final condition as a Record Lot, following the anticipated completion of the subdivision and recordation of a final Plat of Subdivision for Parcel 420. This qualification includes anticipated right of way dedication.

Application #120210100 was heard at the Montgomery County Planning Department's Development Review Commission meeting on January 19, 2021. O'C&L updated the site layout and stormwater management concept plan for the proposed development as a result of comments from this hearing. As noted in the Completeness Check comments dated February 29, 2024, Application #120210100 was withdrawn. The Applicant anticipates re-filing a preliminary plan application in the future.

This report – and the overall layout of the site - were further updated to its final condition as a result of comments received from Staff in March of 2025 and certain additional design guidelines that have since become effective between the date of original submission of the application for this site and the date of this report, generally including the Complete Streets Design Guide, updated sight distance requirements, and revised traffic engineering guidelines and methodologies.

Existing Conditions

The subject property is a 9.61± acre undeveloped triangular wooded lot bordered to the east by Interstate 270, to the west by the Garden of Remembrance Memorial Park ("GOR"), and to the south by Comus Road, a public road maintained by Montgomery County. The subject property was created by deed from Paul H. Geier and Richard H. Fischer, the Trustees for the Pleasant Plains Associates Joint Venture to William L. Lebling and Robert W. Lebling, the trustees for the Lebling Joint Venture, on June 3, 1966. The property was purchased by the Applicant on December 15, 1992. A complete deed history of the property is included with this report as **Exhibit A**.

Surrounding Neighborhood and Other Approved Conditional Uses/Special Exceptions

A surrounding neighborhood has been identified for the purpose of determining the properties that would be most affected by the proposed use and to identify other Conditional Uses and Special Exceptions in the vicinity of the Subject Property. A graphic delineation of the defined area is shown in *Figure 2*.

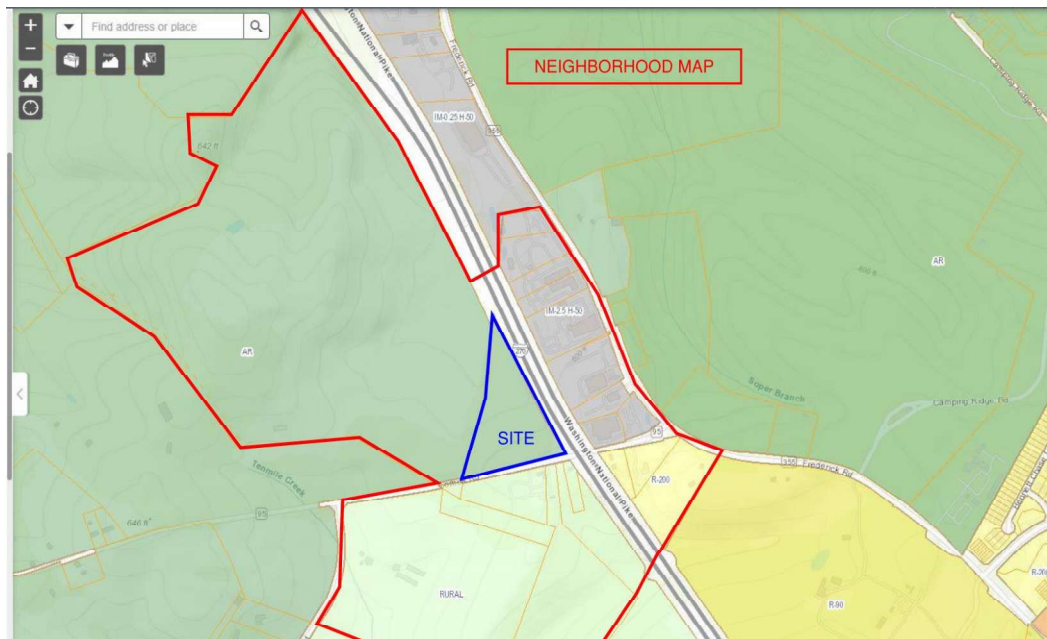


Figure 2: Neighborhood Map

Image Source: MCAtlas

The defined neighborhood surrounding the Subject Property contains of a variety of uses, including industrial, commercial and agricultural uses, and the large GOR property, which contains a cemetery. The neighborhood is bisected by I-270, which limits the general ability for development within the area. Comus Road does not exit directly to I-270; it crosses I-270 via bridge over the interstate.

MCAtlas identifies three (3) separate properties with Special Exception and/or Conditional Use requests that are within the bounds of the established surrounding neighborhood. Those requests are as follows:

1. *Special Exception S2124*, located at 14825 Comus Road, for a public utility structure and building. The DAIC does not have any documentation available via the online portal for this Special Exception, and O'C&L is unaware if this particular use was formally implemented by the Applicant.
2. *Special Exception S2509*, located on the property of the GOR at 14321 Comus Road. The subject Special Exception was filed to permit the operation of a funeral parlor in the basement of an on-site chapel on the ground of the cemetery; however, the record information for this application on the DAIC indicates the case was revoked in 2019 because the use was never implemented by the Applicant.
3. *Special Exceptions S1845 and S2429*, both proposed for the property located at 23820 Frederick Road. Each of these individual Special Exception requests were to permit the operation of a landscape contractor. Special Exception S1845 further indicated that the petitioner at that time also requested to permit a nursery. There is no online documentation available for S1845 via DAIC. O'C&L's review of the record indicates that the application associated with S2429 was withdrawn by the applicant; the applicant stated that the property was unable to attain passing percolation testing rates, and therefore, the Applicant would be unable to obtain a use and occupancy permit for any future development.

O'C&L further notes that the property located at 14310 Comus Road, which is directly across Comus Road from the Subject Property, contains the offices for *Great American Landscapes* ("GAL") for Montgomery County. GAL appears to provide many similar services to that of a landscape contractor (such as lawn maintenance and yardwork services) but also offers design/build construction services. O'C&L did not locate a conditional use or special exception for this business; it is located in a separate zone.

Proposed Use/Conditions

The Applicant wishes to record the Subject Property into a Record Lot and develop the Lot with the necessary buildings, parking areas, utilities, and site features to operate a Landscape Contractor – a defined conditional use within the subject zone. This report discusses

Per discussion with the Applicant, O'C&L understands the hours of operation will generally be between one hour before dawn and one hour after dusk – ranging from 5:30 AM through 9 PM. The hours of operation for a landscape contracting business can vary throughout the course of a

year due to the changes in the amount of daylight and the weather. The business is expected to be busiest in the morning when employees arrive and prepare for the day's work and in the afternoon when landscape crews return and unload equipment. The business is anticipated to be largely crew-based; crews will arrive in the morning, load equipment, travel to sites for assignments, return at the end of the working day, unload, and head home for the evening. A limited number of employees – administrative and maintenance staff – may be on-site for the entirety of the work day; however, these staff members will begin and end their work day later than the field crews.

Operationally, this proposed use will generate larger amounts of traffic only in the morning and in the evening, when crew members arrive for the start of work and leave at end of the day. Minimal traffic is anticipated to be generated during the majority of the day. Please see the Statement of Operations – prepared by the Law Office of Michele Rosenfeld LLC – for additional details about the proposed business operations for this use.

No manufacturing, sale of goods, or growth of agricultural plants or crops, or other activities beyond that which would be expected of a business of this type are proposed as part of this request. O'C&L anticipated that noise generation will be minimal and only during loading or unloading. See the Traffic Statement, prepared by Lenhart Traffic Consulting, Inc., for discussion of the anticipated traffic impacts of the proposed development.

O'C&L understands the site is expected to operate six days a week during normal operations. However, O'C&L also understands that the site may operate seven days a week and 24 hours a day during snow removal, inspection, and plowing operations. During these times, road traffic will almost certainly be limited to emergency services and snow support operations, and the impacts to the neighborhood should be minimal.

Master Plan Recommendations and Conformance with Local Uses

The Subject Property is located within the bounds of the Clarksburg Master Plan and Hyattstown Special Study Area, which was approved and adopted in June 1994. In 1964, the Subject Property was zoned Light Industrial (I-3). The property was rezoned in 1994 due to a lack of access to I-270, lack of planned water and sewer service, and a lack of planned road and bridge improvements in the area. Page 86 of the Clarksburg Master Plan indicates that the area is unsuitable for “the type of high-technology office employment envisioned along the I-270 Corridor”. A landscape contracting business is not a high-technology office employment use; therefore, the issues identified in the Master Plan would not affect the viability of the subject of this Application. In O'C&L's opinion, this proposed use is in accordance with the recommendations of the Master Plan.

The Subject Property is directly adjacent to I-270; however, direct access is not proposed to I-270 as part of this development and no impacts to I-270 – beyond potential right of way dedication – are anticipated to be generated as a result of this development. As part of its comments from March 2025, Staff has requested dedication along the eastern edge of the subject property to provide a 150' right of way width from the centerline of I-270. Essentially, this means that a total of 50' of dedication along this eastern line would be required. The Applicant

has requested this dedication to be reviewed at the time of the final preliminary plan submission. The layout of the site, however, is designed to accommodate this dedication if it is provided.

As part of its comments from March 2025, Staff has requested dedication along Comus Road – on the southern property line – to provide a total right of way width of 40’ from the centerline of Comus Road. The Applicant intends to provide this dedication. The proposed improvements within this final Comus Road right of way have been proposed in accordance with the Complete Streets Design Guide, and include a street buffer, sidepath, and maintenance buffer. The proposed driveway to the side will be directly across from the driveway to the GAL site.

The proposed use is harmonious with other local businesses. GAL is directly across the street, on the south side of Comus Road, and provides many of the same services proposed to be provided by this new Landscape Contractor. The surrounding neighborhood generally contains agricultural uses, and the business area across I-270 houses several business supporting the building/heavy commercial industries, including an earthwork contractor, heavy equipment rental supplier, towing business, moving/storage business, and crane operator/hauling contractor. A landscape contracting business is in harmony with these entities.

Zoning Review

O’C&L reviewed the standard bulk site requirements as detailed in Chapter 59/Section 4.2.1.F of the Zoning Ordinance, which references the development standards for properties in the AR Zone. O’C&L has commented on each of the standard bulk requirements herein.

The zoning conditions reviewed herein are based on the proposed site layout and design. O’C&L has also commented on whether individual zoning requirements are impacted by the proposed Conditional Use for this site.

1. Site Area

The minimum site area within the AR Zone is 25 Acres.

Parcel 420 is currently 9.61 Acres. In its current condition, Parcel 420 does not meet the standards of 59.4.2.F of the Zoning Ordinance. Following subdivision and dedication, the property is expected to be around 8 Acres.

O’C&L subsequently reviewed Section 59.7.7.1.D.9 of the Zoning Ordinance to determine whether the property qualifies for an exemption from Site Area requirements. In particular, Section 59.7.7.1.D.9 reads as follows:

A lot or parcel in the Agricultural Reserve (AR) zone, in addition to other exemptions in this subsection, is exempt from the minimum lot area requirements and lot width requirements of the AR zone, but must satisfy the requirements of the zone applicable to it before its classification to the AR zone if:

- a. the lot or parcel was created before January 6, 1981*

Based on O’C&L’s research, the Subject Property was created by deed on June 3, 1966 by deed between Paul H. Geier and Richard H. Fischer (Trustees for the Pleasant Plains Associates Joint Venture) and William L. Lebling and Robert W. Lebling (Trustees of the Lebling Joint Venture). The date of property creation is before the January 6, 1981 date as identified out in the Zoning Ordinance. The deed history is included at the end of this Report as Exhibit A.

The Subject property was previously zoned RDT, and therefore shall abide by the following restrictions, as re-printed in *Figure 3*, on the following page of this Report. Further discussion of these specific requirements shall follow in the sections that follow; The specific conditional use setbacks for a Landscape Contractor are more stringent than the standard setbacks in this zone; O’C&L discusses those more stringent standards later in this report.

Based on its review of the relevant documentation, it is O’C&L’s opinion that the proposed development will meet the subject requirements of the RDT zone, which was the zone in place prior to the classification of the Subject Property in the AR zone. Given the discussion herein, the existing property is exempt from the 25 acre property requirement from the current version of the AR zone, and since the property was originally created prior to January 6 1981.

2. *Lot Area, Density, Width and Coverage*

Record lots within the AR Zone are required to have a minimum lot size of 40,000 SF. In its final condition, the proposed Lot shall be substantively larger than the minimum lot size. This zoning requirement is unchanged by specific Conditional Use stipulations.

The maximum density within the AR Zone is 1 unit/25 acres. The density requirement for this zone relates to the density of dwelling units. Since the proposed use on the Subject Property is commercial in nature as no dwelling units are proposed, this particular zoning requirement is irrelevant to this development.

Record lots within the AR Zone are required to have a minimum lot width of 25’ at the front lot line and a minimum lot width of 125’ at the front building line. The proposed lot has

Development Standards		
RDT (Existing)		
A. Lot and Density	Area	
	Lot Area (min)	40,000 SF
	Density	
	Density (units/acre)	1/25
	Lot Width (min)	
	At front building line	125’
	At front property line	25’
B. Placement	Principal Building (min)	
	Front setback	50’
	Side street setback	50’
	Side setback	20’
	Rear setback	35’
	Coverage (max)	
	Maximum lot coverage	10%
C. Height	Principal Building (max)	
	Overall building height (agricultural buildings are exempt)	50’

a final anticipated lot width of 736.30 at the front lot line and a minimum lot width greater than 680' at the front building line – the 50' front setback – assuming dedication along I-270. While the final width may adjust slightly based on the final amount of dedication along I-270, the front lot width requirements are met.

Lots within the AR Zone are permitted to have a computed Lot Coverage of up to 10%. The total area of lot coverage on the proposed lot is 12,500 SF, for a total of 3.62% lot coverage (again, assuming dedication along I-270), which is well under the maximum coverage limit. While the exact final lot size may be slightly altered due to final dedication requirements, the overall Lot Coverage proposed on this property is not expected to exceed 10%. This zoning requirement is unchanged by the conditional use stipulations.

3. *Building/Feature Placement*

Based on the Zoning Ordinance, the principal building on a lot in AR zone is required to meet the following setbacks:

- Front: 50'
- Side: 20'
- Side (Street): 50'
- Rear: 35'

A total of three buildings are proposed with the subject development, and each proposed building is located in accordance with these setback requirements.

Per the conditional use requirements for a landscape contractor, *all on-site buildings must be set back a minimum of 50' from any property line.* The Applicant has met this requirement, which is more stringent than the requirements for standard development associated with this zone. The Applicant has also proposed material storage bins to be set back more than 50' from the final front property line.

4. *Building Height*

The maximum building height for non-agricultural buildings in the AR zone is 50'. Each of the three proposed buildings on-site is proposed to be less than 50' in height. This zoning requirement is unchanged by the conditional use stipulations.

5. *Parking & On-Site Equipment Requirements*

Based on O'C&L's initial computations, a total of 20 off-street parking spaces are required for the proposed use. This is based on the anticipated total number of employees, which is 25 and the number of vehicles operated in connection with the use. A total of 21 of the employees reporting to the site are proposed to be crew employees. Each crew is expected to contain at least three people. Therefore, a total of seven (7) dedicated on-site trucks are required for the use. Thus, based table 59.6.2.4B, the total number of parking spaces is $7 + (0.5 * \text{No. of Employees})$, which equates to $7 + (0.5 * 25)$, for a rounded total of 20 spaces. Staff's comments from March

2025 indicated that 19 spaces are required; O’C&L understands this is based on Section 59.6.2.4 of the Zoning Ordinance, with a parking computation based on the “Nursery” use.

A total of 22 spaces, including a van accessible ADA space at the proposed office building, are proposed on this site. Regardless of computational methodology, the overall number of off-street parking spaces that are needed on this site have been provided by this design.

Emergency services access is provided for the site; a fire access plan is included with this submission. This zoning requirement is unchanged by the conditional use stipulations.

Per the conditional use requirements, no parking area may be set closer to the front lot line than 50’. All parking areas are proposed to be set back more than 50’ from the front lot line on Comus Road. See the accompanying plan for further details about site layout.

As part of its analysis following receipt of certain completeness check comments, the Applicant was asked to provide information about the number of on-site equipment that will be stored on the site. Exhibit 11K was created by O’C&L to address that comment – please see that exhibit for details. O’C&L has also prepared a Circulation Plan to address Staff comments from Marh 2025.

6. *Parking Lot Landscaping and Screening*

This development is subject to the conditions of Section 59.6.2.9.C of the Zoning Ordinance. This section of the Zoning Ordinance generally addresses parking lot landscaping and lighting requirements for parking lots with 10 or more spaces. This proposed development includes a total of 22 parking spaces; therefore, it is subject to this section of the Zoning Ordinance.

In general, this section of the Zoning Ordinance necessitates a certain amount of landscaped area, tree canopy, perimeter planting, and lighting within the general limits of the parking area on site. OCL offers the following comments:

- The Applicant is committed to providing suitable lighting on site in accordance with Section 59.6.2.9.C.4 (and with it, Section 59.6.4.4) of the Zoning Ordinance. The submitted Landscaping and Lighting Plan is expected to be updated as part of a future Preliminary Plan of Subdivision.
- The Applicant has proposed suitable parking islands and tree canopy coverage to meet all requirements of Section 59.6.2.9.C.1 and 59.6.2.9.C.2 of the Zoning Ordinance, as shown on the submitted Landscape and Lighting Plan.
- The Applicant hereby requests *Alternative Compliance* from section 59.6.2.9.C.3 (for the eastern and western property lines only) of the Zoning Ordinance per Section 59.6.8 of the Zoning Ordinance. This *Alternative Compliance* Request is discussed in the next section of this report.
- The Applicant will provide screening along the southern property line in accordance with Section 59.6.2.9.C.3.

Assuming the requested *Alternative Compliance* elements are granted, the proposed development satisfies all standard development zoning requirements for the subject zone.

Alternative Compliance Request

In accordance with Section 59.6.8.1 of the Zoning Ordinance, the Applicant herein requests *Alternative Compliance* from Sections 59.6.2.9.C.3 – for the eastern property line and western property line only – of the Zoning Ordinance.

The existing property is heavily forested. The rear of the property is encumbered with a mapped stream and associated stream buffer, as shown on the documents provided; therefore, the majority the rear of the property will never be able to be developed unless current environmental regulations are significantly reduced, which O’C&L considers unlikely. In addition, there is a significant on-site soil divide between Type 5B (Glenville Silt Loam) and Type 16B (Brinklow-Blocktown Channery Silt Loams) as shown on the Septic Plan (Exhibit 11E). Glenville Silt Loam is a restricted soil for septic areas. Therefore, the location of the septic reserve area is limited to the front part of the site. Given these conditions, the rear of the property is essentially unusable, and all proposed improvements are therefore located at the front of the site.

Most of the subject property will remain forested as part of this proposed development. In particular, the entire length of the eastern and western property adjacent to the new parking area will remain forested; the most up-to-date forest conservation area shows these areas to remain forested, and the portion of this area within the Septic Reserve Area will not be cleared for septic installation at this time. These dense woods will provide appropriate screening for the proposed parking area.

The side of the property fronting on Comus Road is proposed to be graded to allow for the installation of a new sidepath within the dedicated Comus Road right-of-way. The Applicant anticipates adding Street Trees along Comus Road as part of the Preliminary Plan process which should help to provide additional screening from the parking area but recognizes that additional screening will be required to meet the Zoning Ordinance. Thus, the Applicant proposes to provide screening along the Comus Road right of way in accordance with Section 59.6.2.9.C.3.b of the Zoning Ordinance.

Given these significant and relevant property and development characteristics, the Applicant hereby requests *Alternative Compliance* from the referenced section of the Zoning Ordinance below for the reasons described herein:

Section 59.6.20.9.C.3- This section of the Zoning Ordinance discusses parking lot perimeter planting lot requirements. Individual requirement “a” discusses the perimeter planting requirements for a parking lot abutting a property zoned with an agricultural use. This condition is applicable to the western property line of the Subject Property. Individual requirement “b” discusses the perimeter planting requirements for a parking lot abutting a right-of-way. This condition is applicable to the southern and eastern property lines of the Subject Property. The Applicant only requests *Alternative Compliance* from this requirement for the western and eastern property lines, which adjoin the GOR and I-270, respectively.

It is O'C&L's understanding that these requirements are designed to provide visual and noise screening from parking areas to adjoining uses. The existing forest cover will provide this visual and noise screening; additional trees, hedges, or walls are not necessary to provide this screening.

Given these conditions, it is O'C&L's opinion that the existing forested areas will suitably screen the parking lot proposed on the subject property, and OCL herein requests that *Alternative Compliance* be granted for formal perimeter planting on the eastern and western edges of the parking area. The existing tree canopy to remain will serve the same purpose as the parking lot screening, and these areas are wider and likely denser than the requirements per the Zoning Ordinance. There is no detriment to granting *Alternative Compliance* from this section of the Zoning Ordinance given these conditions.

The Applicant does not request *Alternative Compliance* for providing screening along the southern property line and will provide this screening in accordance with Section 59.6.2.9.C.3.b along this property line.

Conditional Use Necessary Findings

The Zoning Ordinance specifies that a conditional use within land zoned AR land needs to meet specific requirements for that particular conditional use. In this case, the conditional use requested is a Landscape Contractor. The subject requirements for a Landscape Contractor have been carefully examined by O'C&L; the proposed layout is designed in accordance with those requirements. Further, the individual necessary findings associated with this conditional use are further discussed herein.

The Zoning Ordinance's requirements for a landscape contractor are established in Section 59.3.5.5.B. There are a total of five specific requirements for this use; these uses are individually reprinted below in *italics*. O'C&L has individually responded to these requirements in turn.

1. *In the Agricultural, Rural Residential, and Residential Detached zones the minimum lot area is 2 acres. The Hearing Examiner may require a larger area if warranted by the size and characteristics of the inventory or operation.*

O'C&L Response: The final proposed lot size, pending minor updates to the areas of dedication, is expected to be around eight acres. While the exact size of the property will not be known until the completion and recordation of the final Subdivision Record Plat, the final Subject Property area will be significantly greater than two acres.

2. *Building and parking setbacks, including loading areas and other site operations, are a minimum of 50 feet from any lot line.*

There are no proposed parking lots or buildings within 50 feet of any final lot lines.

As a result of comments received from Staff during the Completeness Check process, certain proposed material bin storage areas were relocated so they were more than 50' from the final front lot line. The only site feature (excluding typical driveway entrance) that is within 50' of

any property line is a proposed fire suppression tank which will be largely underground and is not tied to site operations; rather, it is a safety requirement that would be needed for any on-site business, not just this conditional use.

3. *The number of motor vehicles and trailers for equipment and supplies operated in connection with the contracting business or parked on-site must be limited by the Hearing Examiner to avoid an adverse impact on abutting uses. Adequate parking must be provided on-site for the total number of vehicles and trailers permitted.*

The Owner shall abide by any requirements established by the Hearing Examiner.

As previously discussed in this report, the Applicant is providing suitable on-site parking in accordance with the Zoning Ordinance. In response to comments received as part of the completeness check, O'C&L prepared an equipment storage exhibit which demonstrates how ample equipment for use by a typical landscape contractor can be stored on site. In O'C&L's opinion there is ample storage space for the equipment and materials needed to establish a business of this type.

O'C&L notes that two of the three sides of the Subject Property adjoin major roads, and parked vehicles should not have an adverse impact on the use of these roads or the Public's enjoyment of these facilities. The third side of the property abuts the existing GOR. The cemetery is well screened from the property by dense forest, and the proposed development on the Subject Property largely abuts a portion of the GOR property burdened with a septic reserve area. Parked motor vehicles and/or trailers shall have no impact on the use of the cemetery.

The major confronting property to the Subject Property is GAL, which provides many of the same services to be offered by the Applicant. The use of the subject property will not impact the ability of GAL to utilize its property due to parked vehicles, equipment or trailers. Both parking areas are well set back from Comus Road.

4. *Sale of plant materials, garden supplies, or equipment is prohibited unless the contracting business is associated with a Nursery (Retail) or Nursery (Wholesale).*

The applicant is not proposing to sell plant materials, garden supplies or equipment at this site. A "Nursery" use is not requested herein.

5. *The Hearing Examiner may regulate hours of operation and other on-site operations to avoid adverse impact on abutting uses.*

The hours of operation for a landscape contracting business can vary throughout the course of a year due to the changes in the amount of daylight and the weather. Additionally, the business will be at its busiest in the morning when employees arrive and form crews, then leave to sites, and in the afternoon when the crews return, unload, and leave for the day. As identified in the Statement of Operations, the are expected to arrive early in the morning and depart for various sites by 6:30 or 7 AM. Certain employees – including maintenance staff and/or administrative staff – will likely be on site for the entire work day. These employees typically start later than the

crews. Please see the provided Statement of Operations for further discussion regarding the proposed landscape contractor operations.

The Applicant has not proposed or requested direct access to I-270, and Comus Road does not tie to I-270. This use shall have no impact on this major thoroughfare. Impacts to Comus Road shall largely be during the initial hours of opening (generally between 5:30 and 7 AM) as the crew team members arrive and leave for sites, and in the afternoon (generally between 2:30 and 3:30 PM) when the crews arrive back at the site, collect personal vehicles, and leave for the day. See the Traffic Statement for details about transportation analysis on this site.

According to the GOR website, the grounds generally open most days at 8 AM, which is after the crews will leave the subject property, this avoiding disturbance to visitors or mourners. The GOR offices open no earlier than 9 AM. Once the crews leave the subject property, any noise or disturbance is expected to be minimal and only due to intermittently returning vehicles, deliveries, or minor maintenance work. It is O'C&L's opinion that the proposed use shall not have an impact on the ability of the GOR to conduct its normal business operations.

Finally, the GAL, which confronts the subject property, is expected to operate in roughly the same manner as the Applicant's proposed business; as such, neither use shall preclude the other from operating effectively.

Section 59.7.3.1.E of the Zoning Ordinance further expands upon the conditions of approval required to be met by this application. In O'C&L's opinion, the subject application will meet all the requirements of this Section of the Zoning Ordinance. In particular:

1. There are no previous approvals on the Subject Property that need to be adhered to and/or met to allow for the approval of this application.
2. The proposed development adheres to the typical zoning requirements for the AR zone and is compatible with other local uses.
3. The proposed development is in accordance with the recommendations of the existing Master Plan.
4. The proposed development is harmonious with the surrounding neighborhood and will not detract from the character of the neighborhood.
5. The proposed development is served by adequate Public Facilities and, in lieu of public facilities, has suitable private facilities in place. In particular:
 - The use shall be serviced by an existing public road.
 - The use shall be served by existing electric service.
 - Since the proposed use is commercial in nature, it will not have an adverse effect on school capacity or bus routes.
 - Emergency services are located approximately 2.8 miles from the Property, at 25801 Frederick Road (Hyattstown Volunteer Fire Department). The nearest police station is approximately 6.4 miles from the Property at 20000 Aircraft Drive. A Fire Access

Plan has been submitted to the Fire Marshal's office as part of this Conditional Use review and approval process.

- There is a suitable private septic reserve area that has been approved by MCDPS to serve the development.
- A well permit plan has been submitted to MCDPS and is expected to be approved. Potable water is able to be obtained from this well.
- A Stormwater Management Concept (Plan #286223) has been reviewed and approved by MCDPS.

6. The proposed development will not cause undue hardship for the local neighborhood. Indeed, the proposed use herein is ideal for this location.

The Subject Property is undeveloped and will need to go through the subdivision process; since the Subject Property is undeveloped, *the Applicant has had the opportunity to design this development to meet the requirements of this proposed Conditional Use.*

On-Site Truck and Equipment Discussion

As part of the Completeness Check comments received on February 29, 2024, Staff requested clarification on the number of trucks and on-site equipment anticipated to be utilized for this use. In response to this comment, O'C&L prepared a separate exhibit showing a proposed equipment storage layout on site. Please see Exhibit 11K for this exhibit.

This exhibit is intended to show the maximum amount of equipment that could be comfortably be stored within the garage and maintenance buildings based on actual sizing of typical pieces of equipment that would be regularly used by a landscape contractor, with a separate area set aside for snow removal equipment – such as plow blades, tailgate sanders, or brine tank with spray ball – that will need to be stored when not in use. The amount of equipment that can be stored on site far exceeds the anticipated number of employees that will be reporting to the facility.

Conclusion


In the expert opinion of Douglas G. Tilley, P.E., R.P.L.S., the proposed Conditional Use as shown on the Conditional Use Site Plan and described herein satisfies the Zoning requirements discussed herein for a Landscape Contractor. Further, the proposed development is in accordance with the surrounding land uses and shall not be a burden to the adjoining properties.

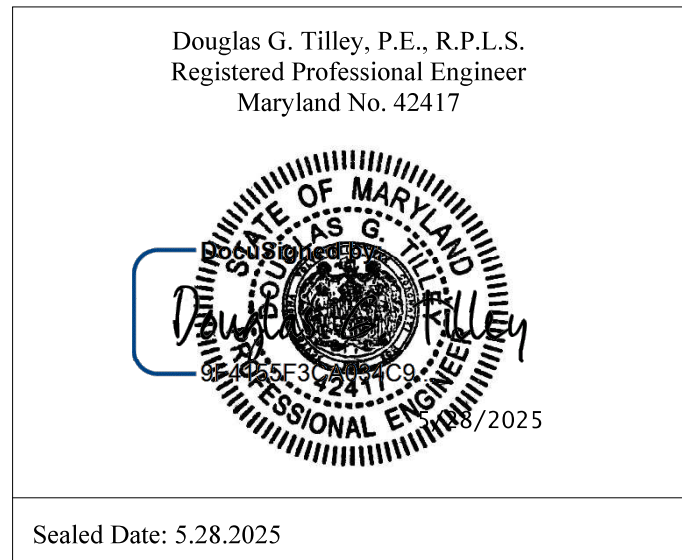
O'C&L certifies that the information set forth in this document is true, complete, and correct to the best of knowledge, information and belief. On behalf of the Applicant, O'C&L respectfully requests that the Hearing Examiner grant approval to the Applicant for establishment of a Landscape Contractor as a Conditional Use in the AR Zone on the subject property.

The opinions and conclusions expressed in this report fall well within a reasonable degree of engineering certainty. O'C&L reserves its right to modify any opinions and conclusions contained herein upon receipt of additional or new information.

Very truly yours,

O'Connell & Lawrence, Inc.

DocuSigned by:

9E4155E3CA034C9
Douglas G. Tilley, P.E., R.P.L.S.
Vice President of Engineering and Surveying



Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly licensed Professional Engineer under the laws of the State of Maryland, License #42417, Expiration Date June 6, 2026.

Exhibit A: Deed History, Parcel 420

10430.00

NOW THIS DEED WITNESSETH, that the said JOHN C. HANRAHAN and DONNA E. VAN SCOY, Substitute Trustees, as aforesaid, for and in consideration of the premises, and the sum of One Hundred Twenty-Five Thousand and 00/100ths Dollars (\$125,000.00) current money, to them in hand paid by the said TORCATO J. ROMANO at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, do grant unto the said TORCATO J. ROMANO, his heirs, successors and assigns, all the aforesaid property hereinbefore described, with its appurtenances and all the right, title, interest and estate of the parties to the aforesaid Decree, both at law and equity in and to the same.

TO HAVE AND TO HOLD the aforesaid fee simple property, with its appurtenances, unto the said TORCATO J. ROMANO, his heirs, successors and assigns, in fee simple, forever.

WITNESS the hand and seals of the said Substitute Trustees.
TEST:

John C. Hanrahan

John C. Hanrahan (SEAL)

Donna E. Van Scoy

Donna E. Van Scoy (SEAL)

STATE OF MARYLAND)
COUNTY OF MONTGOMERY)

I HEREBY CERTIFY that on this 19th day of June, 1992, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John C. Hanrahan and Donna E. Van Scoy, Substitute Trustees, personally known to me, grantors herein, and they acknowledged the foregoing Deed to be their respective act.

AS WITNESS my hand and notarial seal.

DEC 15 1992

John C. Hanrahan
Notary Public John Doehmel

My Commission Expires: 7/17/94

JCH1-Moyer.dee:06/19/92

\$1250.00 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND

John C. Hanrahan
2-1-2366/
Notary Public
This is a true and correct copy of the original as recorded in the Office of the Clerk of the Circuit Court for the County of Montgomery, Md. by John C. Hanrahan and Donna E. Van Scoy has been paid Deed of Finance Montgomery County, Md. This statement is for the purpose of providing recordation and is not evidence against further taxation even for prior periods, and does not constitute an official record of the County.

LIBER

FOLIO

0010038 056

DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES

THIS DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES, made this 21st day of November, 1991, by and between GERALD J. SCHIPPER and JAYARAJAN CHANMUGAM, and STEVEN L. WEIMAN and RONALD G. KRONTHAL, Trustees.

WHEREAS, a Deed of Trust dated September 19, 1983, from MOYER & SONS, INC., to STEVEN L. WEIMAN and RONALD G. KRONTHAL, Trustees, recorded among the Land Records of Montgomery County, Maryland, in Liber 6196, Folio 246, was given to secure a loan evidenced by one (1) "Note" in the amount of Forty-Five Thousand Dollars (\$45,000.00) dated September 19, 1983, payable to GERALD J. SCHIPPER; and

WHEREAS, such aforementioned Deed of Trust was given to secure a loan evidenced by a second "Note" in the amount of Forty-Five Thousand Dollars (\$45,000.00) dated September 13, 1983, and payable to JAYARAJAN CHANMUGAM and SUNETRA MALATHI CHANMUGAM; and

WHEREAS, said Deed of Trust gives the irrevocable power to appoint Substitute Trustees to the holders of said Note which may be exercised at any time after the date of said Deed of Trust, by filing for record among the Land Records of Montgomery County, a Deed of Appointment; and

WHEREAS, GERALD J. SCHIPPER and JAYARAJAN CHANMUGAM, pursuant to said power, and as holders of the Notes aforesaid, desires to appoint JOHN C. HANRAHAN and DONNA E. VAN SCOY, as Substitute Trustees in place and stead of STEVEN L. WEIMAN and RONALD G. KRONTHAL; and

FOLIO

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the said GERALD J. SCHIPPER and JAYARAJAN CHANMUGAM do hereby appoint JOHN C. HANRAHAN and DONNA E. VAN SCOY, as Substitute Trustees in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of STEVEN L. WEIMAN and RONALD G. KRONTHAL predecessors in Trust, with like effect as if originally named as Trustees under said Deed of Trust.

ATTEST:

Gerald J. Schipper (SEAL)
GERALD J. SCHIPPER

JAYARAJAN CHANMUGAM (SEAL)

COUNTY OF MONTGOMERY

On this 21st day of November, 1991, before me, the undersigned officer, personally appeared GERALD J. SCHIPPER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal:

Notary Public
Jeffrey C. Taylor

My Commission Expires:

2/1/95

LIBER

FOLIO

0010058 058

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the said GERALD J. SCHIPPER and JAYARAJAN CHANMUGAM do hereby appoint JOHN C. HANRAHAN and DONNA E. VAN SCOY, as Substitute Trustees in the Deed of Trust aforesaid with identically the same title and estate in and to the land, premises and property conveyed by said Deed of Trust, and with all rights, powers, trusts, and duties of STEVEN L. WEIMAN and RONALD G. KRONTHAL predecessors in Trust, with like effect as if originally named as Trustees under said Deed of Trust.

IN WITNESS WHEREOF, we execute this Deed of Appointment of Substitutes.

ATTEST:

 JEFF C. ZY
 JEFF C. ZY

 JAYARAJAN CHANMUGAM (SEAL)

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this 21st day of November, 1991, before me, the undersigned officer, personally appeared GERALD J. SCHIPPER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

 JEFF C. ZY
 Notary Public

My Commission Expires: 2/1/95

LIBER

FOLIO

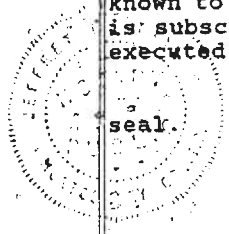
0010053 859

STATE OF MARYLAND

COUNTY OF MONTGOMERY

On this 21st day of November, 1991, before me, the undersigned officer, personally appeared JAYARAJAN CHANMUGAM, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Notary Public

My Commission Expires: Feb. 1, 1995 Jeffrey C. Taylor

TAX ID # 23661

LIBER 7037 FOLIO 262

FORM 400-2

THIS CORPORATE DEED

MADE this 28th day of February, 1986, by and between
Moyer and Sons, Inc., 467 N. Frederick Avenue, Gaithersburg, Maryland 20871

a corporation duly organized and incorporated under the laws of the State of Maryland
party of the first part, and

Clarksburg Land Company Limited Partnership (a Maryland Limited Partnership)
7315 Wisconsin Avenue, #400 E, Bethesda, Maryland 20814

party(ies) of the second part:

\$195,000.00

WITNESSETH, that in consideration of the sum of ~~xxx~~ Dollars and other good and valuable
considerations the said party of the first part does grant and convey unto the party(ies) of
the second part in fee simple as sole owner all that property
situate in Montgomery County, State of Maryland, described as:

Part of a tract of land situated in the Clarksburg District,
Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the first line of a deed from Paul
Burner and Nevian Burner to Ellis W. Smith and Lucy M. Smith dated Sept-
ember 18, 1946 in Liber 1041, at folio 107, thence N. 14°23'20" E. 762.55
feet to a point, thence N. 05°17'05" E. 497.39 feet to a point on the west
side of Route 708, thence with said right of way S. 25°10'E. 377.04 feet
to a point, thence with a curve to the left having a radius of 11,559.16
feet for an arc distance of 151.31 feet, chord S. 25°32'30" E. 151.31 feet
to a point, thence still with a curve to the left having a radius of 5629.58
feet for an arc distance of 669.17 feet (chord S. 29°12'18" E. 668.81 feet)
to intersect the north edge of Conus Road right of way, thence with said
Conus Road right of way S. 77°39'W. 805.77 feet to the beginning. Contain-
ing 9.6142 acres.

Subject to the legal operation and effect of the Deeds of Trust dated April 26,
1976 and recorded May 4, 1976, one of which is recorded in Liber 4777 at Folio
600 and secured Maureen F. Lebling in the sum of \$40,000.00, and the second one
which is recorded in Liber 4777 at Folio 604 and secured Robert W. Lebling,
et al, in the sum of \$23,000.00. Also subject to the legal operation and effect
of the Third Deed of Trust dated September 19, 1983, recorded September 29, 1983
in Liber 6196 Folio 246, securing Jayaram Channugam and Sunetra Malathi
Channugam in the amount of \$45,000.00 and Gerald J. Schipper in the amount of
\$45,000.00. The Party of the Second Part joins in the execution of this
deed to evidence its assumption of the indebtedness evidenced by the Notes
secured by the referenced Deeds of Trust and the covenants terms and conditions
contained in the Deeds of Trust. The Party of the Second Part agrees to be
primarily personally liable for the payment of the debt evidenced by the Notes and
secured by the Deeds of Trust and for the performance and observance of such
covenants, terms and conditions of the Deeds of Trust, all to the same extent
as would be the case had the Grantee executed the Note as the original maker
thereof and the Deeds of Trust as the original grantor named therein as of the
date of this Deed.

ID # 2-1-23661
Title Insurer: Titor Title Insurance Company
Property: 9.6142 Acres, in the Clarksburg District

RTX	858.00
STT	775.00
DEED	14.00

1985 MAR -4 AM 10:47

RECORDS OFFICE
MONTGOMERY COUNTY, MD

858-
975-
14-

Verified By: ked

ACTIVITIES TRANSFER TAX IN THE
AMOUNT OF \$ N/A
SEC. 101 33

LIBER 7037 FOLIO 263

The undersigned President hereby certifies that the grant made by this deed is not part of a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the grantor herein.

Being all the same property described in a deed recorded in Liber 6196 Folio 243 among the aforesaid Land Records.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise pertaining.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed and will execute such further assurances of said land as may be requisite.

IN WITNESS WHEREOF, the said grantor has caused its corporate seal to be hereto affixed and these presents to be executed in its corporate name by Gordon Moyer its President, attested by Connie L. Moyer its Secretary, as of the day and year first above written, in pursuance of resolutions duly adopted for that purpose by its Board of Directors, and does hereby appoint Gordon Moyer its attorney in fact to acknowledge and deliver this instrument on its behalf.

Moyer and Sons, Inc.

Attest: Connie L. Moyer Secretary By: Gordon Moyer, President

CLARKSBURG LAND COMPANY LIMITED PARTNERSHIP

Witness:

Sally P. McCash

By: Robert O. Eisinger, General Partner

I to wit:

I, Sally P. McCash, a Notary Public, in and for the State and County of (or District), aforesaid, do hereby certify that Gordon Moyer who is personally well known to me as (or proved by the oath of credible witnesses to be) the person named as attorney in fact in the foregoing deed bearing date on the 28th day of Feb 1986, and hereto annexed, personally appeared before me in said State and County, (or District), and as attorney in fact as aforesaid, and by virtue of the power vested in him by said deed, acknowledged the same to be the act and deed of the Moyer and Sons, Inc.

as grantor therein, and that it was executed on its behalf for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal this 28th day of Feb 1986.

Sally P. McCash, Notary Public

My commission expires: 7/1/86

MAR 4 1986 21. 23661

\$ 1950.00 TRANSFER TAX PAID MONTGOMERY COUNTY, MARYLAND BY lee

All Taxes on assessments certified to the Collector of Taxes for Montgomery County, Md. by 2/2/86 have been paid. This statement is for the purpose of recording and is not insurance against further taxation even for prior periods. It does not guarantee satisfaction of outstanding tax sales.

HARVEST CERTIFY THIS PROPERTY HAS BEEN DULY TRANSFERRED ON THE MONTGOMERY COUNTY ASSESSMENT BOOKS. 2/2/86 12030 TRANSFER CLERK, ASSESSMENT DEPARTMENT

This instrument certified to have been prepared by one of the parties named herein.

This instrument certified to have been prepared by an attorney duly admitted to practice before the Court of Appeals of Maryland, or under his supervision.

Nylon & Glendon Harveys By: Edward W. Nylon

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 7037, p. 0263, MSA, CE53, 6395, (Data available 05/28/2007; Printed 07/11/2018)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0243, MSA_CE63_6154. Date available 06/22/2005. Printed 07/11/2

LIBER 6196 FOLIO 243

THIS DEED

PARCEL IDENTIFIER NO. 2-14 23661

Made this 19 day of September, 1983, by and between
 Schipper Industrial Park Limited Partnership,
 Gerald J. Schipper, General Partner

Address:
1200 Old Georgetown Rd,
Rockville, MD 20852
 Address:
PO Box 733
Gaithersburg, MD 20877

party (ies) of the first part, and
 Moyer and Sons, Inc., a Maryland corporation

party (ies) of the second part:

WITNESSETH, that in consideration of the sum of \$185,000.00 and other good and valuable considera-
 tion the said party (ies) of the first part do (es) grant and convey unto the party (ies) of the second part in fee simple
 as sole owner, all that property situate in _____
Montgomery County, State of Maryland described as:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

DEED 16.00
 RTX 814.00
 STT 825.00

1983 SEP 29 AM 11:47

CLERK'S OFFICE
 MONTGOMERY COUNTY, MD

Being the same property described in Liber 4777 folio 599
 Property Address _____

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every, the right, alleys, ways
 waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party (ies) of the first part covenant (s) that they will warrant specially the property
 hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

Parcel I.D. Number 2-1-23661
 Title Insured by: Lawyers Title Insurance Corporation

WITNESS their hand (s) and seal (s).

TEST

Schipper Industrial Park Limited Partnership

By Gerald J. Schipper (SEAL)
 Gerald J. Schipper, General Partner

(SEAL)

State of Maryland
 County of Montgomery to wit:

On this 19 day of September 19 83 before me, the undersigned officer, personally appeared
 Gerald J. Schipper

known to me (or satisfactorily proven) to be the person (s) whose name (s) is (are) subscribed to the within instrument
 and acknowledged that he (she) (they) has (have) executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal

James E. Savitz
 James E. Savitz

Notary Public

7/1/86

My commission expires: _____

I hereby certify that this document was prepared by or under the supervision of James E. Savitz, an Attorney admitted to
 practice before the Court of Appeals of Maryland.

AGRICULTURE TRANSFER TAX IN THE
 AMOUNT OF \$ 214
 SIGNATURE James E. Savitz

JAMES E. SAVITZ

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0244, MSA_CE63_6154. Date available 06/22/2005. Printed 07/11/2005.

LIBER 6196 FOLIO 244

EXHIBIT 'A'

Description of property

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, being more particularly described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946 in liber 1041, at folio 107, thence, N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 70S, thence with said right of way S. 25° 10' E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0245, MSA_CE63_6154, Date available 06/22/2005. Printed 07/11/2

HMS 6196 POLID 245

) to wit:

On this _____ day of _____, 19____, before me, the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person (s) whose name (s) is (are) subscribed to the within instrument and acknowledged that he (she) (they) has (have) executed the same for the purposes therein contained.

In witness whereof I have hereunto set my hand and official seal.

Notary Public

My commission expires: _____

SEP 29 1983

2-1-23661

DEED
FROM

All Taxes on assessments certified to the Collector of Taxes for Montgomery County Md. by _____ have been paid Dec. of _____ Finance Montgomery County, Md. This statement is for the purpose of permitting recodation and is not assurance against further taxation even for prior periods, nor does it guarantee satisfaction of outstanding tax sales.

\$1,150.00 TRANSFER TAX PAID
MONTGOMERY COUNTY, MARYLAND

TO

HEREBY CERTIFY THIS PROPERTY HAS BEEN
DULY TRANSFERRED ON THE MONTGOMERY COUNTY
ASSESSMENT BOOKS.
K. S. [Signature] \$135.18
TRANSFER CLERK, ASSESSMENT DEPARTMENT

Received for Record on the
day of _____, 19____
at _____ o'clock _____ M.
and recorded in Liber No. _____ at
Folio _____ et seq., one of
the Land Records of the _____

Recorder:

Law Offices
GIMMEL, WEIMAN & SAVITZ, P.A.
444 North Frederick Avenue, Suite 200
Gaithersburg, Maryland 20877
(301) 840-8565

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0246, MSA_CE63_6154, Date available 06/22/2005, Printed 07/11/12

LIBER 6196 FOLIO 246

DEFERRED
PURCHASE MONEY
THIRD

DEED OF TRUST

THIS DEED OF TRUST is made this 19 day of September 1983, among the Grantor, IS Moyer and Sons, Inc. (herein "Borrower"), Steven L. Weiman and Ronald G. Kronthal (herein "Trustee"), and the Beneficiary Schipper Industrial Park Limited Partnership (herein "Lender"), a partnership organized and existing under the laws of Maryland, whose address is _____ (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Montgomery, State of Maryland:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

This Deed of Trust secures two (2) promissory notes, each in the sum of Forty Five Thousand and no/100 (\$45,000.00). One note is payable to Gerald J. Schipper and the second note is payable to Jayarajam Channugam and Sunetra Malathi Channugam.

This is a deferred purchase money Deed of Trust and is subordinate and inferior to the lien of two prior Deeds of Trust on the hereafter mentioned property each dated April 26, 1976 and recorded May 4, 1976. One was recorded in Liber 4777 at Folio 600 and secures Maureen F. Lebling in the sum of \$40,000.00, and the second one was recorded in Liber 4777 at Folio 604 and secures Robert W. Lebling, et al, in the sum of \$23,000.00.

A default under any prior or subordinate lien or encumbrance is a default under this Deed of Trust.

Seller agrees to subordinate his interest of First Deed of Trust upon presentation of bona-fide construction loan and contract for building. Loan shall only be subordinate to a loan for the hard costs to construct a building. Loan must be made by an approved lending institution.

TAX ACCOUNT NUMBER 2-1-23661
Title insured by: Lawyers Title Insurance Corp.

NOT 24.00
HISC. 1.00
SUSTOTAL 1780.00
CHECK 1780.00
BETTER CASH FOR 111.46
SEP 11 1983

which has the address of Comus Road (Street) _____ (City)
Maryland (State and Zip Code) (herein "Property Address"). Such property having been purchased in whole or in part with the sums secured hereby.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated September 19, 1983 (herein "Note"), in the principal sum of Ninety Thousand and no/100 (\$90,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1991; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, ~~that the Property is not encumbered~~ and that Borrower will warrant and defend specially the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MARYLAND — 1 to 4 Family—7/76—FIMA/FHLMC UNIFORM INSTRUMENT

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0247, MSA_CE63_6154. Date available 06/22/2005. Printed 07/11/12

LIBER 6196 FOLIO 247

EXHIBIT 'A'

Description of property

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, being more particularly described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946 in liber 1041, at folio 107, thence, N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 70S, thence with said right of way S. 25° 10' E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic
reproduction.

LIBER 6196 FOLIO 248

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

HER 6196 FOLIO 249

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of .5% of the gross sale price, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

LIBER 6196 FOLIO 250

20. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.
Moyer and Sons, Inc.

By Gordon Moyer (Seal)
Gordon Moyer —Borrower

..... (Seal)
—Borrower

STATE OF MARYLAND, Montgomery County ss:

I Hereby Certify, That on this 19 day of September 1983, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Montgomery, personally appeared Gordon Moyer

known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that he executed the same for the purposes therein contained.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/86

James E. Savitz
Notary Public
James E. Savitz



STATE OF Maryland Montgomery County ss:

I Hereby Certify, That on this 19 day of September 1983, before me, the subscriber, a Notary Public of the State of Maryland and for the County of Montgomery, personally appeared Ronald G. Kronthal, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the amount of the loan secured by the foregoing Deed of Trust was disbursed by the party or parties secured to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time no later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

As WITNESS: my hand and notarial seal.

My Commission expires: 7/1/86

James E. Savitz
Notary Public
James E. Savitz



(Space Below This Line Reserved For Lender and Recorder)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 6196, p. 0250, MSA_CE63_6154. Date available 06/22/2005. Printed 07/11/2

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0598, MSA_CE63_4735, Date available 08/08/2005. Printed 07/11/13

113

LIBER 4777 FOLIO 598

This Deed

Made this 26th day of April, 1976, by and between William L. Lebling and Robert W. Lebling, Trustees and Individually and Maureen F. Lebling, Individually, Mary C. Lebling, Individually

party (ies) of the first part, and Gerald J. Schipper, General Partner of that Limited Partnership

known as "SCHIPPER INDUSTRIAL PARK LIMITED PARTNERSHIP"

party (ies) of the second part:

WITNESSETH, that in consideration of the sum of Ten Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said party (ies) of the first part do (es) grant and convey unto the party (ies) of the second part in fee simple, all that property situate in Montgomery County, State of Maryland, described as:

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, containing 9.6142 acres, and being more particularly described on the reverse hereof.

MAY-14-76 PAID 2966 CLK.CT.M.C. — RTXACK 308.00

MAY-14-76 PAID 2967 CLK.CT.M.C. — STTACK 350.00

The said Parties of the First Part are all of the trustees and beneficiaries under that certain property venture known as the Lebling Joint Venture dated the 30th day of March, 1977

MAY-14-76 PAID 2968 CLK.CT.M.C. DED — ACK 11.00

Being the same property described in Liber 3516 folio 89, among the said Land Records.

Subject to covenants and restrictions of record.

TO HAVE AND TO HOLD said land and premises above described or mentioned and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereunto belonging or appertaining, unto and to the only proper use, benefit and behoof forever of said party of the second part in fee simple.

TOGETHER with the building and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, water, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

AND the said party (ies) of the first part covenant (s) that they will warrant specially the property hereby conveyed; and that they will execute such further assurances of said land as may be requisite.

WITNESS their hand(s) and seal (s).

TEST:

Mary C. Lebling

STATE OF MARYLAND } ss
COUNTY OF MONTGOMERY }

William L. Lebling (SEAL)
Robert W. Lebling (SEAL)
Maureen F. Lebling (SEAL)
Mary C. Lebling (SEAL)

On this 26th day of April, 1976, before me, the undersigned officer, personally appeared William L. Lebling and Robert W. Lebling, Trustees and Individually and Maureen F. Lebling, Individually* known to me (or satisfactorily proven) to be the person (s) whose name (s) is (are) subscribed to this instrument and acknowledged that he (she) (they) has (have) executed the same for the purposes therein contained. *Mary C. Lebling, Individually

In witness whereof I have hereunto set my hand and official seal.

My Comm. Expires: 7-1-78

Olympia H. Rodgers
Notary Public Olympia Rodgers

I HEREBY CERTIFY that I am an attorney admitted to practice before the Court of Appeals of Maryland, and that I have prepared this instrument.

Clyde R. Winters

308
25-11

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0599, MSA_CE63_4735, Date available 08/08/2005, Printed 07/11/2005

LIBER 4777 FOLIO 599

Description of Property:

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946 in liber 1041, at folio 107, thence N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 708, thence with said right of way S. 25° 10' E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

I, David Jones
 COUNTY CLERK OF MONTGOMERY COUNTY
 DO HEREBY CERTIFY THAT THE PROPERTY HAS BEEN
 FULLY TRANSFERRED ON THE MONTGOMERY COUNTY
 RECORDS AND THE PROPERTY IS NOW
 OWNED BY David Jones
 7/18/06
 2006-1-23661
 5/14/06

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0600, MSA_CE63_4735. Date available 08/08/2005. Printed 07/11/17

1500
3

LIDER 4777 FOLIO 600

CLERK'S OFFICE
MONTG. CO., MD.

Deed of Trust

1976 MAY -4 PM 1:53

CLK.C.I.M.C. MAY -4-76 PAID 29/69

This Deed of Trust,

(In which whenever used the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders; and the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns as the case may be of the parties hereto), made this 26th day of April in the year 1976 by and between Gerald J. Schipper, General Partner, parties of the first part hereto, and William L. Lebling and E. Austin Carlin

Joint tenants, trustees as hereinafter set forth, parties of the second part hereto, WITNESSETH

WHEREAS the said parties of the first part hereto are justly indebted unto Maureen F. Lebling in the sum of Forty thousand and no/100 dollars representing deferred purchase money on the lands and premises hereafter described, and as evidence of such debt, made, executed and delivered unto the said Maureen F. Lebling his note in the sum of \$40,000.00 as follows:

"FOR VALUE RECEIVED, the undersigned promises to pay to the order of Maureen F. Lebling, the sum of Forty thousand and no/100 dollars (\$40,000.00) with interest until paid at the rate of nine per centum (9%) per annum.

Said note payable interest only at the rate of Three hundred and no/100 dollars (\$300.00) per month beginning on the 26th day of May, 1976 and continuing thereafter on the 26th day of each and every month until April 26th, 1981.

Principal and interest payments shall be due and payable in monthly installments of Five hundred six and 71/100 dollars (\$506.71) each beginning on the 26th day of May, 1981 and continuing thereafter on the 26th day of each and every month until paid; each installment when so paid, to be applied: first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then, in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable. Said note to be fully due and payable fifteen (15) years from the date hereof.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof."

The trustees herein are expressly authorized to execute a partial release or releases upon receipt of evidence from the note holder that they have received payment of \$8,976.13 for each acre to be released. Said releases are to be in one acre increments and to run front to rear bordering on Comus Road and are to be consistent with the orderly development of the entire parcel.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby

HOSCO MAR-11

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0601, MSA_CE63_4735, Date available 08/08/2005. Printed 07/11/2005

LIBER 4777 FOLIO 60

acknowledged have granted and do hereby grant unto the parties of the second part upon the following trusts the following described land and premises, situate in the County of Montgomery, State of Maryland, known and distinguished as:

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946 in liber 1041, at folio 107, thence N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 70S, thence with said right of way S. 25° 10' 10" E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the parties of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part hereto, their heirs or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof to take, have, and apply to and for their sole use and benefit, (except that no sod or trees shall be removed from said lands and premises) until default be made in the payment of the promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said parties of the first part, their heirs or assigns, at his cost.

AND it is agreed that the holder from time to time of the indebtedness hereby secured on the person making final payment thereof has the irrevocable power to substitute without cause or notice, a trustee or trustees in the place and stead of any trustee or trustees named herein, or acting herein as trustee, by filing for record in the office where these presents are recorded a "Deed of Substitute Appointment"; and that said substitute trustee or trustees so named shall have and be vested with the same title and powers as are had by the second parties hereto at the time of execution hereof. Said trustees shall be entitled to receive not more than \$7.50 each for each Deed of Release executed by either or all of them.

AND the first parties hereto do hereby agree to the payment of a reasonable fee to the trustees named herein for the execution by said trustees of any papers, that may from time to time be required.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0602, MSA_CE63_4735. Date available 08/08/2005. Printed 07/11/05

LIBER 4777 FOLIO 602

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, survivors of them, or the substituted trustee, or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before maturity of said note be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be to said parties of the first part, their heirs or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies and through such agent as the said parties of the second part may approve, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured, pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND the first parties hereto do hereby covenant and agree with the second parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid; and also to make full payment of said indebtedness hereby secured, together with all interest thereon accrued and unpaid.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

AND it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

AND the first parties do hereby agree with the second party that the said second party or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice.

AND the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary, and that they will repay the indebtedness secured hereby.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED in the presence of—

Clayton R. Winters
Clayton R. Winters

Gerald J. Schipper (SEAL)
Gerald J. Schipper,
General Partner (SEAL)

(SEAL)

(SEAL)

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0603, MSA_CE63_4735, Date available 08/08/2005, Printed 07/11/78

LIDER 4777 FOLIO 603

STATE OF MARYLAND, COUNTY OF MONTGOMERY, To Wit:

I Hereby Certify that on this 26th day of April, A. D., 1976,
before the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared

Gerald J. Schipper, General Partner

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and did each acknowledge the foregoing Deed to be his act and deed for the purposes therein contained.

WITNESS my hand and seal the date above written.

Clyde R. Winters
Clyde R. Winters, Notary Public
My Comm. Expires: 7/1/78

STATE OF MARYLAND, COUNTY OF MONTGOMERY, To Wit:

I Hereby Certify that on this 26th day of April, A. D., 1976,
before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared

James Hoffman, Vice Agent of
the party or parties secured by the within Deed of Trust, or, if a corporation, the duly authorized officer of the same, and made oath in due form of law that the consideration recited therein is true and bona fide as therein set forth, and also that, if appropriate to the situation, he is the duly authorized agent of the party so secured, and is authorized to make this affidavit.

WITNESS my hand and seal the date above written.

Clyde R. Winters
Clyde R. Winters, Notary Public
My Comm. Expires: 7/1/78

DEED OF TRUST

TO

Trustees

CLYDE R. WINTERS
ATTORNEY AT LAW

17500 GEORGIA AVENUE
OLNEY, MD. 20837

774-2288

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0604, MSA_CE63_4735. Date available 08/08/2005. Printed 07/11/1976

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LIBER 4777 FOLIO 604

CLERK'S OFFICE
MONTG. CO., MD.

Deed of Trust

This Deed of Trust,

1976 MAY -4 PM 1:54

(in which whenever used the singular number shall include the plural, and the plural shall include the singular, and the use of any gender shall include all genders; and the covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors, and assigns as the case may be of the parties hereto), made this 20th day of April in the year 1976 by and between Gerald J. Schipper, General Partner and William L. Lebling and E. Austin Carlin, parties of the first part hereto,

joint tenants, trustees as hereinafter set forth, parties of the second part hereto, WITNESSETH

WHEREAS the said parties of the first part hereto are justly indebted unto Robert W. Lebling, Mary C. Lebling and Maureen F. Lebling in the sum of Twenty-three thousand and no/100 dollars (\$23,000.00) representing deferred purchase money on the lands and premises hereafter described, and as evidence of such debt, made, executed and delivered unto the said Robert W. Lebling, Mary C. Lebling and Maureen F. Lebling, his note in the sum of \$23,000.00 as follows:

"FOR VALUE RECEIVED, the undersigned promises to pay to the order of Robert W. Lebling, Mary C. Lebling and Maureen F. Lebling, their heirs or assigns, the sum of Twenty-three thousand and no/100 dollars (\$23,000.00) with interest until paid at the rate of nine per centum (9%) per annum.

Said note payable interest only at the rate of One hundred seventy-two and 50/100 dollars (\$172.50) per month beginning on the 26 day of May, 1976 and continuing thereafter on the 26 day of each and every month until April 26, 1981.

Principal and interest payments shall be due and payable in monthly installments of Two hundred ninety-one and 36/100 dollars (\$291.36) each beginning on the 26 day of May, 1981 and continuing thereafter on the 26 day of each and every month until paid; each installment when so paid, to be applied: first to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then, in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable. Said note to be fully due and payable fifteen (15) years from the date hereof.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof."

Trustees herein are expressly authorized to execute a partial release or releases upon receipt of evidence from the note holders that they have received payment of \$8,976.13 for each acre to be released. Said releases are to be in one acre increments and to run front to rear bordering on Comus Road and are to be consistent with the orderly development of the entire parcel.

AND WHEREAS, the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said parties of the second part or substituted trustee, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the parties of the second part, the receipt of which before the sealing and delivery of these presents is hereby

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HOUSE #4777

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0605, MSA_CE63_4735, Date available 08/08/2005, Printed 07/11/17

LIBER 4777 FOLIO 605

acknowledged have granted and do hereby grant unto the parties of the second part upon the following trusts the following described land and premises, situate in the County of Montgomery, State of Maryland, known and distinguished as:

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946 in liber 1041, at folio 107, thence N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 70S, thence with said right of way S. 25° 10' E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the parties of the first part of, in, to, or out of the said land and premises.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said parties of the first part hereto, their heirs or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof to take, have, and apply to and for their sole use and benefit, (except that no sod or trees shall be removed from said lands and premises) until default be made in the payment of the promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions and expenses, at any time before the sale hereinafter provided for, to release and reconvey the said described premises unto the said parties of the first part, their heirs or assigns, at his cost.

AND it is agreed that the holder from time to time of the indebtedness hereby secured on the person making final payment thereof has the irrevocable power to substitute without cause or notice, a trustee or trustees in the place and stead of any trustee or trustees named herein, or acting herein as trustee, by filing for record in the office where these presents are recorded a "Deed of Substitute Appointment"; and that said substitute trustee or trustees so named shall have and be vested with the same title and powers as are had by the second parties hereto at the time of execution hereof. Said trustees shall be entitled to receive not more than \$7.50 each for each Deed of Release executed by either or all of them.

AND the first parties hereto do hereby agree to the payment of a reasonable fee to the trustees named herein for the execution by said trustees of any papers, that may from time to time be required.

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0606, MSA_CE63_4735. Date available 08/08/2005. Printed 07/11/11

LIBER 4777 FOLIO 606

AND UPON THIS FURTHER TRUST, upon any default or failure being made in the payment of the said note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in payment, after demand therefor, of any money advanced as herein provided for, of any proper cost, charge, commission, or expense in and about the same, or upon a breach of any of the covenants or agreements herein contained, then and at any time thereafter the said parties of the second part, survivor of them, or the substituted trustee, or the trustee acting in the execution of this trust shall have the power and it shall be his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the parties of the second part, survivors of them, or the substituted trustee, or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, including reasonable counsel fees, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of five per centum on the amount of the said sale or sales: SECONDLY, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before maturity of said note be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be to said parties of the first part, their heirs or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.

AND the said parties of the first part do hereby agree at their own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid, to keep the said improvements insured against loss by fire and other hazards, with extended coverage, in the name and to the satisfaction of the parties of the second part, or substituted trustee, in such fire insurance company or companies and through such agent as the said parties of the second part may approve, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured, pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.

AND the first parties hereto do hereby covenant and agree with the second parties hereto that no lien on the within described property which is senior in priority to the lien of these presents, shall be permitted to become or remain in default in any respect during any time wherein any part of the debt secured by these presents shall be unpaid; and also to make full payment of said indebtedness hereby secured, together with all interest thereon accrued and unpaid.

AND it is further agreed that if the said property shall be advertised for sale, as herein provided, and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the original amount of the debt hereby secured.

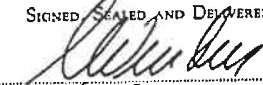
AND it is agreed that a waiver of any breach of any covenant herein contained shall not be construed as a waiver of the covenant.

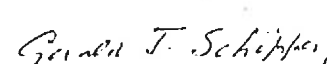
AND the first parties do hereby agree with the second party that the said second party or the holder of the note hereby secured, shall have the right to inspect the hereinbefore described lands and premises at any reasonable time, without prior notice.

AND the said parties of the first part covenant that they will warrant specially the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite or necessary, and that they will repay the indebtedness secured hereby.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first hereinbefore written.

SIGNED, SEALED, AND DELIVERED in the presence of—


Clyde R. Winters


Gerald J. Schipper, General Partner

MONTGOMERY COUNTY CIRCUIT COURT (Land Records) HMS 4777, p. 0607, MSA_CE63_4735. Date available 08/08/2005. Printed 07/11/76

LIBER 4777 FOLIO 607

STATE OF MARYLAND, COUNTY OF MONTGOMERY, To Wit:

I Hereby Certify that on this 26th day of April, A. D., 1976, before the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared

Gerald J. Schipper, General Partner

known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and did each acknowledge the foregoing Deed to be his act and deed for the purposes therein contained.

WITNESS my hand and seal the date above written.

Clyde R. Winters
Notary Public
My Comm. Expires: 7/1/78

STATE OF MARYLAND, COUNTY OF MONTGOMERY, To Wit:

I Hereby Certify that on this 26 day of April, A. D., 1976, before the subscriber, a Notary Public in and for the jurisdiction aforesaid, personally appeared

James Hoffmann, the Agent of
the party or parties secured by the within Deed of Trust, or, if a corporation, the duly authorized officer of the same, and made oath in due form of law that the consideration recited therein is true and bona fide as therein set forth, and also that, if appropriate to the situation, he is the duly authorized agent of the party so secured, and is authorized to make this affidavit.

WITNESS my hand and seal the date above written.

Clyde R. Winters
Notary Public
My Comm. Expires: 7/1/78

DEED OF TRUST

TO

Trustees

CLYDE R. WINTERS
ATTORNEY AT LAW

17900 GEORGIA AVENUE
OLNEY, MD. 20837

774-2288

marked.

Robert W. Lebling 7000 Wus. ave. Ch. ch. md. 8-8-66

LIBER 3516 FOLIO 89

Recorded June 23rd, 1966-at-1:37 P.M.

THIS DEED

Made this 3rd day of June, 1966, by and between PAUL H. GEIER and RICHARD H. FISCHER, Trustees for the Pleasant Plains Associates Joint Venture, under an unrecorded agreement dated August 3, 1965, parties of the first part, and WILLIAM L. LEBLING and ROBERT W. LEBLING, Trustees for the Lebling Joint Venture, under an unrecorded Joint Venture Agreement, parties of the second part.



WITNESSETH, that in consideration of the sum of Ten (\$10.00) Dollars, the parties of the first part do hereby grant unto the parties of the second part, in fee simple, as joint tenants, all that piece or parcel of land, together with the improvements, rights, privileges, and appurtenances to the same belonging, situate in Montgomery County, Maryland, and more particularly described as follows, to wit:

Part of a tract of land situated in the Clarksburg District, Montgomery County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the 1st line of a deed from Paul Burner and Nevan Burner to Ellis W. Smith and Lucy M. Smith dated September 18, 1946, in Liber 1041, at folio 107, thence N. 14° 23' 20" E. 762.55 feet to a point, thence N. 05° 17' 05" E. 497.39 feet to a point on the west side of Route 70S, thence with said right of way S. 25° 10' E. 377.04 feet to a point, thence with a curve to the left having a radius of 11,559.16 feet for an arc distance of 151.31 feet chord S. 25° 32' 30" E. 151.31 feet to a point, thence still with a curve to the left having a radius of 5629.58 feet for an arc distance of 669.17 feet (chord S. 29° 12' 18" E. 668.81 feet) to intersect north edge of Comus Road right of way, thence with said Comus Road right of way S. 77° 39' W. 805.77 feet to the beginning. Containing 9.6142 acres.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and that they